

THE STATE OF TEXAS §

Payment Bond

COUNTY OF TARRANT §

KNOW ALL BY THESE PRESENTS:

THAT, _____,
of _____, County, Texas, hereinafter referred to
as "PRINCIPAL" or "CONTRACTOR", and _____,
a corporation organized under
the laws of the State of _____ and authorized to do
business in the State of Texas, hereinafter referred to as
"SURETY" are held and firmly bound unto the **CITY OF
ARLINGTON, TEXAS**, a municipal corporation located in Tarrant
County, Texas, hereinafter referred to as "CITY", and unto
all persons, firms and corporations who may furnish
materials for or perform labor upon the buildings,
structures or improvements referred to in the attached
Contract, in the penal sum of _____
Dollars (\$_____), lawful money of the United States, to
be paid in Arlington, Tarrant County, Texas, for payment of
which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and
severally, and firmly by these presents, the condition of
this obligation is such that, WHEREAS, PRINCIPAL entered
into a certain Contract with _____,
dated the _____ day of _____, 20____, in the proper
performance of which the CITY OF ARLINGTON has an interest,
a copy of which is attached hereto and made a part hereof,
for the construction of: _____

NOW THEREFORE, if PRINCIPAL shall well, truly and faithfully
perform its duties and make prompt payment to all persons,
firms, subcontractors, corporation and claimants supplying
labor and materials in the prosecution of the work provided
for in said Contract, and any and all duly authorized
modifications of said Contract that may hereafter be made,
notice of which modification to SURETY being hereby waived,
then this obligation shall be void, otherwise to remain in
full force and effect.

PROVIDED, further, that if any legal action be filed on this
Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates
and agrees that no change, extension of time, alteration or

addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Texas law, as amended.

The undersigned and designated agent is hereby designated by SURETY herein as the agent resident in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this
the _____ day of _____, 20____.

WITNESS:

PRINCIPAL:

Company

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS:

Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY:

Company

Signature

Typed/Printed Name

Title

Address

City State Zip

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Bond must NOT be prior to date of Contract.